



WEST VALLEY CITY REDEVELOPMENT AGENCY
3600 CONSTITUTION BOULEVARD
WEST VALLEY CITY, UTAH 84119

KAREN LANG, CHAIR
STEVE BUHLER, VICE CHAIR

The Regular Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, May 5, 2015, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted 04/29/215, 4:00 PM

A G E N D A

1. Call to Order - Chairperson Lang
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
 - A. April 7, 2015 (Regular Meeting)
 - B. April 21, 2015 (Special Regular Meeting)
5. Communications
6. Report of Chief Executive Officer
7. Resolutions:
 - A. 15-07: Award a Contract to Dynamite Demolition, LLC for the Demolition of

West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Sheri McKendrick.

Properties Located at 2985-2987 West 3500 South and 3652 South Market Street,
in the City Center Project Area

8. New Business
 - A. Chief Executive Officer Submit FY 2015-2016 Proposed Budget
9. Adjourn

MINUTES OF RDA REGULAR MEETING – APRIL 7, 2015

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THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN REGULAR SESSION ON TUESDAY, APRIL 7, 2015, AT 6:42 P.M., IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY VICE CHAIRMAN BUHLER.

THE FOLLOWING MEMBERS WERE PRESENT:

Steve Buhler, Vice Chair
Ron Bigelow, Board Member
Tom Huynh, Board Member
Lars Nordfelt, Board Member
Corey Rushton, Board Member
Steve Vincent, Board Member

Paul Isaac, Acting Chief Executive Officer
Sheri McKendrick, Secretary

ABSENT:

Karen Lang, Chair

STAFF PRESENT:

Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Layne Morris, CPD Director
Kevin Astill, Parks and Recreation Director
John Evans, Fire Chief
Russell Willardson, Public Works Director
Sam Johnson, Strategic Communications Director
Mike Powell, Acting Police Chief
Jake Arslanian, Public Works Department
Steve Pastorik, CED Department

1788

OPENING CEREMONY

The Opening Ceremony was previously conducted by Lars Nordfelt who led the Pledge of Allegiance to the Flag.

1789

APPROVAL OF MINUTES OF REGULAR MEETING HELD MARCH 3, 2015, AND SPECIAL REGULAR MEETING HELD MARCH 10, 2015

The Board read and considered Minutes of the Regular Meeting held March 3, 2015, and the Special Regular Meeting held March 10, 2015. There were no changes, corrections or deletions.

MINUTES OF RDA REGULAR MEETING – APRIL 7, 2015

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After discussion, Mr. Vincent moved to approve the Minutes of the Regular Meeting held March 3, 2015, and the Special Regular Meeting held March 1, 2015, as written. Mr. Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Vice Chairman Buhler	Yes

Unanimous.

1790

PUBLIC HEARING, ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2014-2015 BUDGET

Acting Chief Executive Officer, Paul Isaac, stated a public hearing had been advertised in order for the Board to hear and consider public comments regarding re-opening the FY 2014-2015 Budget.

He presented proposed Resolution No. 15-03 related to the proposal to be considered by the Board after the public hearing, as follows:

State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allowed the West Valley City Redevelopment Agency to amend its budget during the year. The Agency could hold two such public hearings on budget amendments annually, one mid-fiscal year and the second just prior to the end of the fiscal year. Public notice had been given pursuant to State law.

Approval of the proposed Resolution would amend the Budget to reflect changes from increased revenues and authorize the disbursement of funds.

Vice Chairman Buhler opened the public hearing. There being no one to speak in favor or in opposition, Vice Chairman Buhler closed the public hearing.

ACTION: CONSIDER RESOLUTION NO. 15-03, AMENDING THE BUDGET OF WEST VALLEY CITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING JULY 1, 2014 AND ENDING JUNE 30, 2015, TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The Board previously held a public hearing regarding proposed Resolution No. 15-03 that would amend the Budget of the West Valley City Redevelopment

MINUTES OF RDA REGULAR MEETING – APRIL 7, 2015

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Agency for the fiscal year beginning July 1, 2014 and ending June 30, 2015, to reflect changes in the Budget from increased revenues and authorize the disbursement of funds.

After discussion, Mr. Rushton moved to approve Resolution No. 15-03, a Resolution Amending the Budget of West Valley City Redevelopment Agency for the Fiscal Year Beginning July 1, 2014, and Ending June 30, 2015, to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds. Mr. Huynh seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Vice Chairman Buhler	Yes

Unanimous.

1791

RESOLUTION NO. 15-04, AUTHORIZE USE OF REDEVELOPMENT AGENCY FUNDS FOR ENGINEERING DESIGN SERVICES IN FAIRBOURNE STATION UNDER WEST VALLEY CITY'S CONTRACT WITH AVENUE CONSULTANTS

Acting Chief Executive Officer, Paul Isaac, presented proposed Resolution No. 15-04 that would authorize use of Redevelopment Agency funds, in an amount not to exceed \$145,112.00, for engineering design services in Fairbourne Station under West Valley City's contract with Avenue Consultants.

He stated the City had approved an agreement with Avenue Consultants for preliminary design and traffic analysis services for Fairbourne Station Phase 2 roadways and the proposed resolution would authorize use of RDA funds for that agreement.

The West Valley City Council had approved Resolution No. 14-192 on December 16, 2014, that authorized execution of a professional services agreement with Avenue Consultants to provide traffic analysis and preliminary engineering services for the next phase of roadways in Fairbourne Station. The subject resolution would authorize use of RDA funds to pay for the traffic analysis and preliminary design agreement with Avenue Consultants.

Mr. Isaac answered questions from members of the Board.

MINUTES OF RDA REGULAR MEETING – APRIL 7, 2015

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After discussion, Mr. Nordfelt moved to approve Resolution No. 15-04, a Resolution Authorizing the use of Redevelopment Agency Funds for Engineering Design Services in Fairbourne Station under West Valley City's Contract with Avenue Consultants. Mr. Vincent seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Vice Chairman Buhler	Yes

Unanimous.

1792

RESOLUTION NO. 15-05, APPROVE AN AGREEMENT WITH AVENUE CONSULTANTS, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR PHASE 2 OF FAIRBOURNE STATION.

Acting Chief Executive Officer, Paul Isaac, presented proposed Resolution No. 15-05 that would approve an Agreement with Avenue Consultants, Inc., in the amount of \$212,374.64, for professional engineering services for Phase 2 of Fairbourne Station.

He stated the next phase of Fairbourne Station would include construction of a new road at 3030 West from Lehman Avenue to 3500 South, the extension of Weigh Station Road to 3030 West, and the reconstruction of Lehman Avenue from Holmberg Street to 3030 West. The project also included installation of a signalized intersection at 3500 South and 3030 West. In order to accommodate the turn lanes for the new intersection, Bus Rapid Transit (BRT) routes would be re-routed through the new Fairbourne Station roadways.

Avenue Consultants had previously been contracted to perform traffic analysis and preliminary design services for the proposed improvements. The subject agreement engaged Avenue Consultants to produce final construction drawings for the proposed improvements, including a utility relocation plan set, and roadway construction drawings. Elements of the roadway construction drawings included roadway and drainage plans, traffic signal plans, dry utility plans, design for three new BRT stations within Fairbourne Station, and roadside landscaping plans.

It was anticipated the utility relocation project would be constructed in late summer of 2015, and the roadway improvements during early summer of 2016.

MINUTES OF RDA REGULAR MEETING – APRIL 7, 2015

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Mr. Isaac answered questions from members of the Board.

After discussion, Mr. Rushton moved to approve Resolution No. 15-05, a Resolution Approving an Agreement with Avenue Consultants, Inc. for Professional Engineering Services for Phase 2 of Fairbourne Station. Mr. Nordfelt seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Vice Chairman Buhler	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE REGULAR MEETING OF TUESDAY, APRIL 7, 2015, WAS ADJOURNED AT 6:46 P.M., BY VICE CHAIRMAN BUHLER.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Redevelopment Agency held Tuesday, April 7, 2015.

Sheri McKendrick, MMC
Secretary

MINUTES OF RDA SPECIAL REGULAR MEETING – APRIL 21, 2015

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THE WEST VALLEY CITY REDEVELOPMENT AGENCY MET IN SPECIAL REGULAR SESSION ON TUESDAY, APRIL 21, 2015, AT 6:59 P.M., IN THE CITY COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY CHAIRPERSON LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Chair
Steve Buhler, Vice Chair
Ron Bigelow, Board Member
Tom Huynh, Board Member
Lars Nordfelt, Board Member
Corey Rushton, Board Member
Steve Vincent, Board Member

Wayne Pyle, Chief Executive Officer
Sheri McKendrick, Secretary

STAFF PRESENT:

Nicole Cottle, Assistant City Manager/CED Director
Eric Bunderson, City Attorney
John Evans, Fire Chief
Layne Morris, CPD Director
Sam Johnson, Strategic Communications Director
Marie Guarascio, Acting Finance Director
Jason Ereksen, Acting Parks and Recreation Director
Phil Quinlan, Acting Police Chief
Jake Arslanian, Acting Public Works Director
Mark Nord, CED Department

1793

OPENING CEREMONY

The Opening Ceremony was previously conducted by Tom Huynh who led the Pledge of Allegiance to the Flag.

1794

RESOLUTION NO. 15-06, APPROVE A REAL ESTATE PURCHASE AGREEMENT WITH GILL AND GILL, LC, TO PURCHASE PROPERTY LOCATED AT 3033 WEST 3500 SOUTH IN WEST VALLEY CITY

Chief Executive Officer, Wayne Pyle, presented proposed Resolution No. 15-06 that would approve a Real Estate Purchase Agreement with Gill and Gill, LC, in the amount of \$909,800.00, to purchase property located at 3033 West 3500 South in West Valley City.

MINUTES OF RDA SPECIAL REGULAR MEETING – APRIL 21, 2015

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He stated the Agency desired to acquire a property at 3033 West 3500 South in the City Center Redevelopment Project Area that would play a key role in the renewal of the area. By owning the property the Agency would have control over its use and development and ensure development in accordance with the Agency's and City's vision for the City Center.

After discussion, Mr. Nordfelt moved to approve Resolution No. 15-06, a Resolution Approving a Real Estate Purchase Agreement with Gill and Gill, LC to Purchase Property Located at 3033 West 3500 South in West Valley City. Mr. Rushton seconded the motion.

A roll call vote was taken:

Mr. Vincent	Yes
Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Bigelow	Yes
Mr. Rushton	Yes
Mr. Nordfelt	Yes
Chairperson Lang	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE REDEVELOPMENT AGENCY OF WEST VALLEY CITY, THE SPECIAL REGULAR MEETING OF TUESDAY, APRIL 21, 2015, WAS ADJOURNED AT 7:01 P.M., BY CHAIRMAN LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Special Regular Meeting of the West Valley City Redevelopment Agency held Tuesday, April 21, 2015.

Sheri McKendrick, MMC
Secretary

Item: _____
Fiscal Impact: \$72,200.00
Funding Source: RDA
Account #: 22-6079-40310-00000-0000
Budget Opening Required: ☐

ISSUE:

Award of contract for demolition of structures to Dynamite Demolition L.L.C.

SYNOPSIS:

Award of a demolition contract for properties located in the City Center Project (2985-2987 West 3500 South and 3562 South Market Street) to Dynamite Demolition L.L.C.

BACKGROUND:

The demolition of properties located at 2985-2987 West 3500 South and 3562 South Market Street is another phase of demolition in preparation for the implementation of the City Center Fairbourne Station Vision. This project was advertised on BIDSYNC and (8) companies responded and the lowest responsible bid is Dynamite Demolition. The lowest bid on the matrix Cowboy Contractor withdrew their bid for incomplete bid documents.

COMPANY	BID AMOUNT
COWBOY CONTRACTOR	\$50,200.00
DYNAMITE DEMOLITION	\$72,200.00
COSTELLO COMPANY	\$73,990.00
GRANT MACKAY	\$87,249.00
DIAMOND TREE EXPERT, INC.	\$91,202.38
ALLSERVICES	\$98,930.00

RECOMMENDATION:

Approve the bid award to Dynamite Demolition and authorize execution of the attached Agreement.

SUBMITTED BY:

Jake Arslanian, Director of Facilities and Construction Management

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT TO
DYNAMITE DEMOLITION, LLC FOR THE DEMOLITION
OF PROPERTIES LOCATED AT 2985-2987 WEST 3500
SOUTH AND 3562 SOUTH MARKET STREET, IN THE
CITY CENTER PROJECT AREA.**

WHEREAS, proposals were solicited from qualified contractors for demolition of properties located at 2985-2987 West 3500 South and 3562 South Market Street (herein “the Project”); and

WHEREAS, Dynamite Demolition, LLC (herein “Dynamite”) submitted the lowest responsible bid for said Project; and

WHEREAS, Dynamite meets all other requirements of the proposal specifications; and

WHEREAS, the Board of Directors of the Redevelopment Agency of West Valley City does hereby determine that it is in the best interest of the citizens of West Valley City to award the Project to Dynamite;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Redevelopment Agency of West Valley City as follows:

1. Dynamite is hereby awarded the contract for the demolition of properties located at 2985-2987 West 3500 South and 3562 South Market Street.
2. Said contract shall be in an amount not to exceed \$72,200.00, with authorization to spend up to five percent (5%) of the contract amount for potential change orders on the Project.
3. The Chief Executive Officer is hereby authorized to execute a contract with Dynamite, subject to the final approval of the contract by the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2015.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

CHAIR

ATTEST:

SECRETARY

**Redevelopment Agency of West Valley City
Demolition and Removal Agreement**

THIS AGREEMENT is made this _____ day of _____, 2015, by and between the Redevelopment Agency of West Valley City, a political subdivision of the State of Utah (hereinafter the "Agency"), located at 3600 Constitution Boulevard, West Valley City, Utah, 84119, and Dynamite Demolition L.L.C., a Utah limited liability company (hereinafter "Dynamite"), located at 13751 South 4170 West, Riverton, Utah, 84065. The Agency and Dynamite are referred to in this Agreement collectively as the "Parties" and individually as a "Party."

W I T N E S S E T H :

WHEREAS, the Agency desires to enter into a contract with a professional demolition firm to demolish and remove certain structures and fixtures from property owned by the Agency (the "Work"); and

WHEREAS, the Agency issued a Request for Proposals ("RFP") outlining the Agency's requirements for the Work; and

WHEREAS, Dynamite's proposal in response to the RFP was selected by the Agency; and

WHEREAS, Dynamite is a professional demolisher that has the qualifications, expertise, and desire to provide the necessary services to the Agency; and

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the Parties agree as follows:

A G R E E M E N T :

1. **Dynamite's Obligations.** Dynamite agrees to perform the Work as set forth below:

a. **Demolition.** Dynamite agrees to demolish the structures located at 2985-2987 West 3500 South, West Valley City, Utah and 3562 South Market Street, West Valley City, Utah. The demolition shall be performed as set forth in the RFP, including but not limited to the following requirements:

- i. Dynamite shall demolish all buildings, including but not limited to removal of their foundations and appurtenances.
- ii. Dynamite shall demolish and remove all retaining walls and trees.

- iii. Dynamite shall demolish and remove all curbs, gutters, and sidewalks, with the exception of the curb, gutter, and sidewalk on and adjacent to 3500 South, which shall be left intact and in its current condition.
- iv. Dynamite shall cap the water line at the meter and the sewer laterals at the property line.
- v. Dynamite shall remove and properly dispose of any and all hazardous waste or asbestos that may be present.
- vi. Dynamite shall scrape and level both properties to a grade even with the existing asphalt parking lot.
- vii. Dynamite shall import and place fill dirt as required to create a smooth and flat transition throughout the property.
- viii. Dynamite shall remove all footings and foundations throughout the property, including but not limited to footings and foundations buried under existing structures.
- ix. Dynamite shall remove all asphalted and concreted parking areas and properly dispose of the remnants.
- x. Dynamite shall cap all utilities at the property line.
- xi. Dynamite shall obtain all necessary permits required to perform the Work and shall be solely responsible for any and all permitting or application fees associated with the Work.
- xii. Dynamite shall post performance and payment bonds equal to the maximum compensation as set forth in Section 3 below.
- xiii. Dynamite shall perform any additional tasks not specifically set forth in this Agreement or in the RFP in connection with the Work.

- 2. **Project Schedule.** Dynamite shall complete the work as set forth in Section 1 of this Agreement no later than June 7, 2015.
- 3. **Agency's Obligations.** In consideration for the work performed by Dynamite, as set forth in Sections 1 and 2 above, the Agency agrees to pay Dynamite for the cost of services up to a maximum fee of Seventy Two Thousand Two Hundred Dollars (\$72,200.00).
- 4. **Term of Agreement.** This Agreement shall commence upon execution by the Parties and shall continue for a period of 90 days, or until either of the following occurs:

- a. Dynamite completes the Work set forth in this Agreement.
- b. The Agency has paid Dynamite the maximum compensation amount of Seventy Two Thousand Two Hundred Dollars (\$72,200.00).

5. **Termination.**

- a. In the event Dynamite fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the Agency may serve written notice thereof upon Dynamite, and if Dynamite fails within a period of three (3) days thereafter to correct failure, the Agency may terminate this Agreement upon written notice to Dynamite. Upon such termination, Dynamite shall immediately cease its performance of this Agreement and the Agency shall determine and pay to Dynamite the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Dynamite shall not be relieved of liability to the Agency for damages sustained by virtue of any breach by Dynamite.
- b. The Agency also reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the project. Such terminations shall be accomplished by written notice to that effect, delivered to Dynamite. Upon receipt of such notice, Dynamite shall immediately cease work. Payment to Dynamite shall be made for work performed prior to receipt by Dynamite of such termination notice, together with Dynamite's cost for closing down its work, and Dynamite shall have no claim for loss of anticipated profits or any additional compensation.
- c. In the event the Agency fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to Dynamite, Dynamite may serve written notice thereof upon the Agency, and, if the Agency fails within a period of seven (7) working days thereafter to correct such failure, Dynamite may terminate this Agreement upon written notice to the Agency. Dynamite accepts no liability for damages or delays that result from its suspension of work pursuant to this subsection 5(c).

6. **Agency Representative.** The Agency hereby appoints Hagop "Jake" Arslanian as the Agency's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed by Dynamite is timely and adequately performed, and to provide for Agency approvals as may be required by this Agreement or the nature of the work. The Agency's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion. Dynamite understands and agrees that the Agency's representative shall have no control over the means, methods, techniques, or procedures employed by Dynamite, it being clearly understood that the Agency is interested only in

the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of Dynamite.

7. **Additional Conditions.**

- a. The Agency will furnish all applicable criteria and operating standards needed to meet Agency requirements.
- b. All salvageable materials recovered during the demolition will become the property of Dynamite.

8. **Independent Contractor.** It is understood and agreed that Dynamite is an independent contractor, and that the officers and employees of Dynamite shall not be employees, officers, or agents of the Agency; nor shall they represent themselves to be Agency employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to Agency employees.

9. **Conflict of Interest.** Dynamite warrants that no Agency employee, official, or agent has been retained by Dynamite to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Dynamite, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

10. **Indemnification and Insurance.** Dynamite agrees to indemnify, and hold the Agency harmless from and against damages and expenses, including reasonable court costs and attorney's fees, by reason of liability imposed against the Agency for damages because of bodily injury, death, and/or property damages, intellectual property or otherwise, resulting from Dynamite's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages, intellectual or otherwise, are attributable to the negligence of Dynamite and/or Dynamite's consultants, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the Agency. As used in this section, the Agency shall also refer to the officers, agents, assigns, volunteers, and employees of the Agency.

Dynamite will maintain insurance coverage throughout the term of the Agreement. Dynamite shall submit certificates of insurance and any policy documents requested by the Agency upon request. The acceptability of Dynamite's insurance coverage shall be determined by the Agency in the Agency's sole discretion. Should the Agency require different or additional coverage, Dynamite shall obtain such coverage at Dynamite's sole expense. Insurance coverage shall include but shall not be limited to the following:

- a. Worker's Compensation
 - State Statutory
 - Employer's Liability \$100,000
- b. Commercial General Liability and Professional Liability

Bodily Injury and Property Damage	\$2,000,000
General Aggregate Limit	\$4,000,000

c. Automobile Liability	
Per-Occurrence Limit	\$2,000,000

11. **Subcontract Assignment.** Neither Party shall assign any rights or interest herein without prior written consent of the other Party.
12. **Attorney's Fees.** In the event of default hereunder, the defaulting Party agrees to pay all costs incurred by the non-defaulting Party in enforcing this Agreement, including reasonable attorney's fees, whether legal services are performed by in-house or outside counsel and whether incurred through initiation of legal proceedings or otherwise.
13. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties.
14. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid.
15. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the Parties hereto.
16. **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Utah. Any actions, suits, or claims regarding this Agreement shall be brought in the Third District Court in Salt Lake Agency, Utah or in the United States District Court for the District of Utah in Salt Lake Agency, Utah.
17. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any Party or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to Dynamite:	Dynamite Demolition L.L.C. Attn: Brad Powell 13751 South 4170 West Riverton, Utah 84065
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If to the Agency:	West Valley City Public Works Department Attn: Hagop "Jake" Arslanian Administrative/Facilities Support Services Manager 3600 South Constitution Boulevard West Valley City, Utah 84119
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Either Party may change its address for purposes of this Agreement by giving written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

REDEVELOPMENT AGENCY OF WEST
VALLEY CITY

Chief Executive Officer

ATTEST:

Secretary

APPROVED AS TO FORM Agency Attorney By: <u>BMH</u> Date: <u>4/29/15</u>
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DYNAMITE DEMOLITION L.L.C.

Brad Powell

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2015, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ [title] of Dynamite Demolition L.L.C., and that this Redevelopment Agency of West Valley City Demolition and Removal Agreement was signed by him in behalf of Dynamite Demolition L.L.C. by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that Dynamite Demolition L.L.C. executed the same.

Notary Public